

B-1

QUINLAN & SADOWSKI, P.C.
ATTORNEYS AT LAW
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062-5056

TELEPHONE (781) 440-9909

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EMAIL: qsatlaw@mindspring.com
equinlan@mindspring.com

FACSIMILE COVER SHEET

DATE: May 21, 2003

TIME:

2:05 PM

TO: Doreen Zankowski, Esq.
Hinckley Allen & Snyder LLP

FAX#: 617-345-9020

FROM: EDWARD J. QUINLAN, Esq.

RE: Eastern Contractors/Wetherbee
School/Lawrence

MESSAGE/COMMENTS/INSTRUCTIONS:

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP 617-217-5200

We are sending a total of 21 pages, including this cover sheet.

If you do not receive all of these pages or if there is any difficulty in transmission, please call (781) 440-9909 and ask for Karen.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

 *** ACTIVITY REPORT ***

ST. TIME	CONNECTION TEL/ID	SENDER NAME	NO.	MODE	PGS.	RESULT
05/21 13:06	16173459020		0405	TRANSMIT	ECM 21	OK 07'58
05/21 13:14	15083704455		0406	TRANSMIT	ECM 10	OK 03'33
05/21 13:30	7812559996		5724	AUTO RX	ECM 3	OK 01'03
05/21 13:32	16172175200		0407	TRANSMIT	ECM 21	OK 07'32
05/21 13:41	15088799633		0408	TRANSMIT	ECM 21	OK 07'32
05/21 13:48	5088799633		5725	AUTO RX	ECM 1	OK 00'35
05/21 13:55	COHN & DUSSI, LL 17814940208		0409	B'CAST	ECM 3	OK 01'21
05/21 13:57	15083846586		0409	B'CAST	ECM 3	OK 01'19
05/21 14:02			5726	AUTO RX	ECM 6	OK 01'59
05/21 14:11	BRACKETT&LUCAS 5087999799		5727	AUTO RX	ECM 3	OK 00'51
05/21 14:36	508 384 6586		5728	AUTO RX	ECM 2	OK 01'03
05/21 14:54	617 338 1060		5729	AUTO RX	ECM 4	OK 01'12
05/21 15:00	CORESLAB CT. 860 283 0165		5730	AUTO RX	ECM 2	NG 02'18
05/21 15:04	CORESLAB CT. 860 283 0165		5731	AUTO RX	ECM 10	OK 04'40
05/21 15:12	5084292449		5732	AUTO RX	ECM 10	OK 03'05
05/21 15:16	19783525209		0410	TRANSMIT	ECM 1	OK 00'43
05/21 15:23	15083848544		0411	B'CAST	ECM 2	OK 00'56
05/21 15:24	CIVITARESE 15089661659		0411	B'CAST	ECM 2	OK 01'36
05/21 15:26	15086602458		0411	B'CAST	ECM 2	OK 00'57
05/21 15:39	CORESLAB CT. 18602830165		0412	TRANSMIT	ECM 2	OK 00'58
05/21 15:56	BRACKETT&LUCAS 15087999799		0413	TRANSMIT	ECM 1	OK 00'47
05/21 15:57	781 767 3358		5733	AUTO RX	ECM 1	OK 00'32
05/21 16:05	17813445277		0414	TRANSMIT	ECM 4	OK 01'38
05/22 07:45	604 270 2656		5734	AUTO RX	ECM 1	OK 00'41
05/22 09:36	ST Griswold & Co 802 658 6869		5735	AUTO RX	ECM 11	OK 03'20
05/22 09:43	978 452 3796		5736	AUTO RX	ECM 5	OK 01'40
05/22 09:45	BOND CLAIMS 18605478265		0415	B'CAST	ECM 4	OK 01'32
05/22 09:47	16172175200		0415	B'CAST	ECM 4	OK 01'26
05/22 09:53	15088799633		0415	B'CAST	ECM 4	OK 01'27
05/22 09:59	15083846586		0416	TRANSMIT	0 NG	00'00
05/22 10:02	BOND CLAIMS 18605478265		0417	B'CAST	ECM 9	OK 03'39
05/22 10:06	16172175200		0417	B'CAST	ECM 9	OK 03'35
05/22 10:14	15088799633		0417	B'CAST	ECM 9	OK 03'36
05/22 10:31	BOND CLAIMS 18605478265		0418	TRANSMIT	ECM 22	OK 08'43
05/22 10:49	16172175200		0420	TRANSMIT	ECM 22	OK 08'39
05/22 10:58	15083846586		0419	TRANSMIT	ECM 3	OK 01'23
05/22 11:03	15088799633		0421	TRANSMIT	ECM 22	OK 08'41
05/22 12:01	BOND CLAIMS 18605478265		0422	B'CAST	ECM 3	OK 01'18
05/22 12:02	16172175200		0422	B'CAST	ECM 3	OK 01'13
05/22 12:04	15088799633		0422	B'CAST	ECM 3	OK 01'15

QUINLAN & SADOWSKI, P.C.

ATTORNEYS AT LAW

11 Vanderbilt Avenue
Norwood, Massachusetts 02062-5056
(781) 440-9909 Fax (781) 440-9979

May 21, 2003

VIA FAX 617-345-9020 AND MAIL

Doreen Zankowski, Esq.
Hinckley Allen & Snyder LLP
28 State Street
Boston, MA 02109-1775

RE: EASTERN CONTRACTORS, INC. - NEW WETHERBEE ELEMENTARY
& MIDDLE SCHOOL PROJECT, LAWRENCE, MA

Dear Attorney Zankowski:

This is to confirm our scheduled meeting for next week, May 29, 2003 at 11:30 a.m. approximately at your offices. As I explained, I have a case management/settlement conference in a pending matter scheduled for that morning, however, I do not anticipate the session with the court running more than an hour or so.

We have been attempting to resolve the outstanding issue concerning the proposed change order including the agreed-upon time extension which was the subject of a special job meeting held in March of 2002. If the Architect has furnished you with a proposed draft of such change order document, it would be helpful if you could fax me a copy in advance of the meeting.

As I mentioned, another reason for my call was a courtesy to advise of a claim submission which Eastern has received from S & R Construction purporting to set forth a claim seeking an adjustment in the unit price for ledge. Eastern is transmitting this claim (which I am led to believe may have been previously discussed and/or identified as work was ongoing) in fulfillment of its obligation to notify the project Owner of such claims. Eastern does not endorse this claim nor does it offer any comments thereon.

As you know, S & R was defaulted on the Wetherbee project, and Eastern has been making substantial efforts through a subcontractor hired directly by Eastern on a time and materials basis to complete the work which was abandoned by S & R Construction. It is my understanding that the substitute site subcontractor has been working diligently, and (based upon the lack of complaints which have come to my attention) I understand that reasonably satisfactory progress is being made despite the difficult winter and the unanticipated failure of S & R. Eastern did obtain a bond from S & R on this project and we will continue to deal with the bonding Company, however, that surety has been notified that this project is a priority and that Eastern insists upon continuing performance while the surety issues are investigated and resolved.

Page 2

Eastern/Lawrence

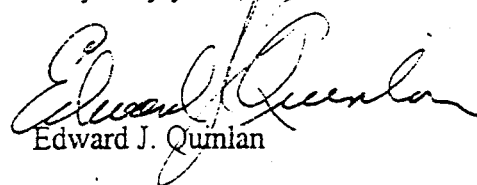
May 21, 2003

You mentioned that the substitute site subcontractor may have been requesting the Owner's project representatives to sign time and material slips or raising questions about work necessary to correct incomplete or improperly performed work of S & R to be treated as extra work. I will inquire with the project personnel, however, it would be my understanding that work strictly corrective of work previously performed by S & R would not involve a change of scope and it may very well be that this completing site subcontractor is referencing extra work in the context of its undertakings and agreements with Eastern. In that same vein, to the best of my knowledge, there are no major claims which are being prepared or proposed to be submitted to the project owner at the Wetherbee Project. I will check further since I do not have actual working knowledge on a day-to-day basis of any cumulative claims, and if I find out any contrary information, I will advise you accordingly. It has been Eastern's intention to work in a cooperative fashion with the project owner and bring this challenging project to a conclusion.

You mentioned that there are no liquidated damages provisions in the contract, but in the alternative actual damages for exceeding the contract time remain as a possibility. If there are such claims being considered, it would be helpful if Eastern could be furnished with information concerning the same hopefully in advance of our meeting to at least open the subject for discussion.

If you have any additional questions, I will be happy to respond and look forward to seeing you next Thursday.

Very truly yours,



Edward J. Qumlan

EJQ/khj

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP

Page 2

Eastern/Lawrence

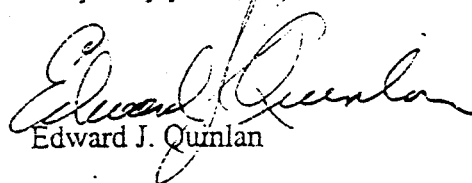
May 21, 2003

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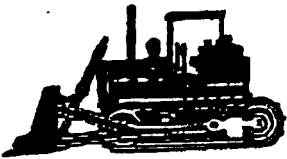
Very truly yours,



Edward J. Quinlan

EJQ/khj

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP



S & R Construction Co., Inc.

60 Dyerville Avenue
Johnston, Rhode Island 02919
Telephone: (401) 831-6337 Fax: (401) 276-7031



March 31, 2003

Suresh Bhaita
Eastern Contractors, Inc.
New Wetherbee School
75 Newton Street
Lawrence, MA 01841

Certified Mail No. 7002 0860 0002 1945 3670

RECEIVED

APR 15 2003

SURETY CLAIM

Subject: S&R Construction Co. Inc. Claim for Additional Ledge Removal
Reference: S&R Letters dated 3/18/02, 12/5/02, and 12/30/02

Dear Suresh:

To date S&R Construction has not received a response from Eastern Contractors in reference to the above referenced letters regarding the re-negotiation of excess ledge removal at the Wetherbee School in Lawrence Massachusetts.

S&R had requested and is entitled to re-negotiate this change to the S&R Contract under the terms and conditions of MGL.

The above reference letters define the basis of our claim which addresses the method of ledge removal and excess quantities encountered and not indicated in the Contract Documents.

Eastern Contractors Inc. has ignored S&R's several requests throughout the Project for re-negotiation of the excess ledge removal therefore placing a severe financial burden on S&R Construction Co. Inc.


By the actions of Eastern Contractors Inc. in not providing S&R Construction the right to seek an equitable adjustment in the contract price under MGL, ECI has prevented S&R Construction from completing it's Contractual obligations on the Wetherbee Project.

S&R Construction Co. Inc. has worked in good faith throughout the Wetherbee Project to comply with the terms and conditions of the ECI/S&R Contract.

Please be advised that this correspondence shall serve as the S&R Construction Co. Inc. claim for and not limited to compensation for ledge removal cost against Eastern Contractors Inc. in the amount of \$2,574,335.92.

Very Truly Yours:

S&R CONSTRUCTION CO., INC.


Rocco Izzo
Vice President

Cc: St. Paul Surety/UNITED STATES FIDELITY & GUARANTY Co.

Enclosures: S&R Letters dated 3/18/02, 12/5/02, 12/30/02

CERT. MAIL NO: 7002 0860 0002 1945 3360

RECEIVED

APR 04 2003

ST. PAUL SURETY

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Bond # SKG772

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Eastern Contractors, Inc.
571 Union Avenue,
Framingham, MA

SURETY (Name and Principal Place of Business):

United States Fidelity and Guaranty Company
Franklin Oaks Office Park
124 Grove Street,
Franklin, MA 02038

OWNER (Name and Address):

City of Lawrence
Lawrence City Hall, 100 Common Street
Lawrence, MA 01841

CONSTRUCTION CONTRACT

Date: 27th day of June, 2001

Amount: TWENTY-ONE MILLION FOUR HUNDRED SIXTY THOUSAND THREE HUNDRED AND NO/100THS Dollars

Description (Name and Location): New Wetherbee Elementary and Middle School, Lawrence

BOND

Date (Not earlier than Construction Contract Date): 27th day of June, 2001

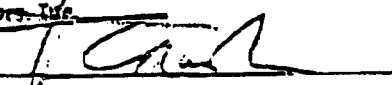
Amount: TWENTY-ONE MILLION FOUR HUNDRED SIXTY THOUSAND THREE HUNDRED AND NO/100THS Dollars

Modifications to this Bond:

☒ None☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:  (Corporate Seal)
Eastern Contractors, Inc.

Signature: 

Name and Title:
RAMESH K. MOTWANE, PRESIDENT

(Any additional signatures appear on page 3)

SURETY

Company:  (Corporate Seal)
United States Fidelity and Guaranty Company

Signature: 

Name and Title:
**Marie Ferguson
Attorney-in-Fact**

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Durkin Devries & Pizzi Insurance Agency, LLC
170 Littleton Road Suite 32
P.O. Box 770, Westford, Massachusetts 01886
(978)992-7667

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

able to surties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety: the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Eastern Contractors, Inc.

Signature: _____

Name and Title:

Address: **RAMESH K. MOTWANE, PRESIDENT**

SURETY

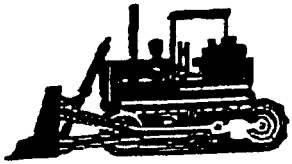
Company: _____ (Corporate Seal)

United States Fidelity and Guaranty Company

Signature: _____

Name and Title: **Marie Ferguson, Attorney-in-Fact**

Address: **279 Littleton Road, P. O. Box 178
Washington, Md. 21156**

**S & R Construction Co., Inc.**

60 Dyerville Avenue

Johnston, Rhode Island 02919

Telephone: (401) 831-6337 Fax: (401) 276-7031

**FACSIMILE TRANSMITTAL SHEET**

TO:	DANTE CORNELIO	FROM:	STEVE RODI
COMPANY:	EASTERN CONTRACTORS	DATE:	11/19/02
FAX NUMBER:	978-683-7439	TOTAL NO. OF PAGES INCLUDING COVER:	5
PHONE NUMBER:	978-686-8370	SENDER'S REFERENCE NUMBER:	
RE:	WETHERSEE SCHOOL	YOUR REFERENCE NUMBER:	

☐ URGENT ☒ FOR REVIEW ☒ PLEASE COMMENT ☒ PLEASE REPLY ☐ PLEASE RECYCLE

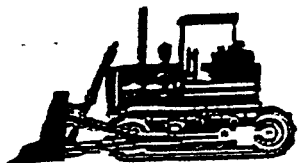
NOTES/COMMENTS:

DANTE:

THE ATTACHED REPLACES THE LETTER SENT ON FRIDAY SEEKING RENEGOTIATION OF LEDGE PRICING. PLEASE REVIEW AND CALL WITH ANY QUESTIONS.

THANK-YOU
STEVE RODI

RECEIVED
APR 04 2003
ST PAUL SURETY



S & R Construction Co., Inc.

60 Dyerville Avenue

Johnston, Rhode Island 02919

Telephone: (401) 831-6337 Fax: (401) 276-7031



November 18, 2002

Dante Cornelio
Eastern Contractors, Inc.
571 Union Avenue
Framingham, MA 01702

SENT VIA FAX AND U S MAIL

Re: Wetherbes School, Lawrence, MA
LEDGE/ ROCK REMOVAL (revised 11/18/02)

Dear Dante:

Please be informed that S&R cannot accept the unit price set forth for ledge removal at the above-mentioned project. The unit price set forth, if accepted would place great financial strain on S&R Construction. S&R will seek to be reimbursed for the cost to remove the ledge at a fair and reasonable market price. We will also seek additional reimbursement for the original 3,000 cubic yards of open ledge. Also note, the contract ledge quantities included fill replacement at the areas of displaced fractured ledge. The additional ledge quantities did not include fill replacement for the displaced ledge. We will seek to be reimbursed for all additional fill required to infill the displaced ledge. We base this request on the following facts.

1. The unit price set forth addresses the ledge in question to be blasted. Because of the proximity of the ledge in relation to the building as well as other contributing factors and historical guidelines the ledge needed to be removed by mechanical methods. A unit price for removal by mechanical means is not addressed in the project manual.
2. The quantity of ledge encountered exceeds the amount carried by more than three times. The contract allows for renegotiation of unit prices that exceed the anticipated quantities by over twenty percent.

Based on the above facts S&R will seek to be compensated as follows:

Additional ledge encountered to date. 5,766.32 cubic yards @ market value of \$275.00 per yard =	\$1,585,738.00
Contract open ledge encountered and removed. 3,000 cubic yards @ \$275.00 per yard =	\$ 825,000.00
Fill replacement requirements for additional quantities 5,766.32 @ \$20.00 per cubic yard =	\$ 115,326.40
Less prior ledge requisitioned	\$ (313,313.14)
Plus 15% profit and overhead on additional amounts over contract	\$ 361,584.66

ADDITIONAL REIMBURSEMENT REQUIREMENT

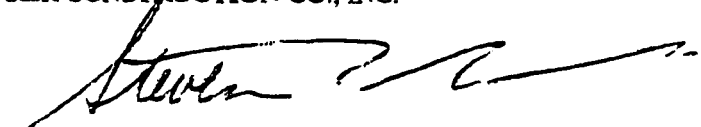
\$2,574,335.92

Also note, no time extension was granted for the additional time and delays caused beyond our control. We will require a project extension for the time required as per the signed daily work orders pertaining to all additional work over and above the work listed under the base contract. Overtime charges also pertain and have not been added to this request. S&R is entitled to be reimbursed for overtime requirements as a result of this additional work.

This matter has caused great financial strain on S&R Construction. We request this matter be given immediate attention to avoid further project delays.

Sincerely:

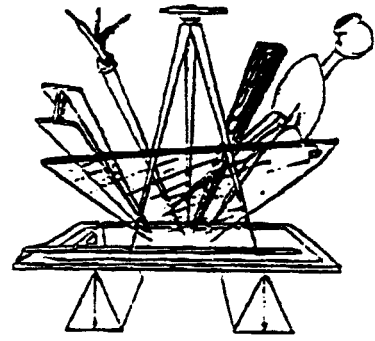
S&R CONSTRUCTION CO., INC.


Steven L. Rodi
Senior Project Manager

CC: Rocco Izzo

Enclosures (market value pricing) (spreadsheet itemizing cost)

Architects Contractors Engineers

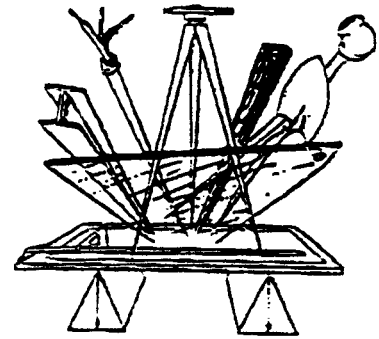


Guide To Construction COSTS

XXXIII

2002

Architects Contractors Engineers



Guide To Construction COSTS

XXXIII

2002

DIVISION #2 - SITEWORK & DEMOLITION

0202.0	EARTHWORK (Op. Eng., Truck Driver & Lab.)				
.1	GRADING				
	Machine	<u>UNIT</u>	<u>COST</u>	<u>UNIT</u>	<u>COST</u>
	Strip Top Soil - 4"	CuYd	5.00	SqYd	.55
	Spread Top Soil				
	4" Site Borrow	CuYd	5.45	SqYd	.60
	Off-Site Borrow (\$12 CuYd)	CuYd	19.50	SqYd	2.20
	Rough Grading - Cut and Fill	<u>UNIT</u>	<u>SOFT</u>	<u>MED.</u>	<u>HARD</u>
	Dozer - To 200'	CuYd	3.30	3.55	4.20
	To 500'	CuYd	3.70	5.30	6.60
	Scraper - Self Propelled - To 500'	CuYd	2.95	3.30	3.85
	To 1,000'	CuYd	3.75	4.40	5.20
	Grader - To 200'	CuYd	3.25	3.80	5.50
	Add for Compaction (See 0202.4)				
	Add for Hauling Away (See 0202.5)				
	Add for Truck Haul on Site	CuYd	2.55	-	-
	Add for Borrow Brought In				
	Loose Fill - 2.75 Ton	CuYd	10.40	-	-
	Crushed Stone - 5.30 Ton	CuYd	13.75	-	-
	Gravel - 4.10 Ton	CuYd	12.00	-	-
	Hand and Machine	<u>UNIT</u>	<u>HAND</u>	<u>LABOR</u>	<u>MACHINE</u>
	Fine Grading - 4" Fill - Site	CuYd	10.80		5.20
		or SqFt	.14		.07
	4" Fill - Building	CuYd	20.00		9.60
		or SqFt	.25		.12
.2	EXCAVATION - Dig & Cast or Load (No Hauling)				
	Soil				
	Open - Soft (Sand) w/Backhoe or Shovel	CuYd	19.60		3.20
	Medium (Clay)	CuYd	27.75		3.55
	Hard	CuYd	43.20		5.50
	Add for Clamshell or Dragline	CuYd	-		1.25
	Deduct for Front End Loader	CuYd	-		1.05
	Deduct for Dozer	CuYd	-		.27
	Trench or Pocket - Soft w/Backhoe or Shovel	CuYd	22.50		4.70
	Medium	CuYd	28.70		6.10
	Hard	CuYd	41.30		7.40
	Add for Clamshell or Dragline	CuYd	-		1.15
	Augered - 12" diameter	CuYd	47.40		9.00
	24" diameter	CuYd	36.20		6.10
	Add for Frost	CuYd	-		7.20
	Rock - Soft - Dozer	CuYd	-		31.00
	Hammer	CuYd	-		77.00
	Medium - Blast	CuYd	-		93.00
	Hammer	CuYd	-		160.00
	Hard - Blast	CuYd	-		205.00
	Hammer	CuYd	-		275.00
	Swamp	CuYd	-		8.90
	Underwater	CuYd	-		11.50
.3	BACKFILL (Not Compacted and Site Borrow)	CuYd	10.05		2.50
	Add for Off-Site Borrow	CuYd	-		10.35

Add to All Above for Mobilization Average

5%

Machine and Operators

3000 cubic yards open ledge (contract)	billed to date	\$ 115,500.00
650 cubic yards trench ledge @ \$45.00	billed to date	\$ 25,763.40
change order #1 1515.12 cubic yards	billed to date	\$ 58,332.00
change order #3 734 cy	billed to date	\$ 2,023.34
change order # 5 173 cy	billed to date	\$ 6,687.00
change order #8 2531.60	billed to date	\$ 97,467.00
trench ledge 291.23	billed to date	\$ -
trench ledge 74.25	billed to date	\$ 3,341.00
trench ledge 354.14	billed to date	\$ -
trench ledge 93.32	billed to date	\$ 4,199.40
TOTAL BILLED TO DATE		\$ 313,313.14
<u>CALCULATION OF 15% PROFIT</u>		
5766.32 cy @ 275.00	1,585,738.00	237,860.70
3000 cy @ 236.50	709,500	106,425.00
5766.32 @ 20.00	115,326.00	17,298.96
TOTAL PROFIT AND OVERHEAD ON ADDITIONAL COST		\$ 361,584.66

HP Fax K1220xi

Log for
S&R Construction
4012767031
Nov 19 2002 9:08am

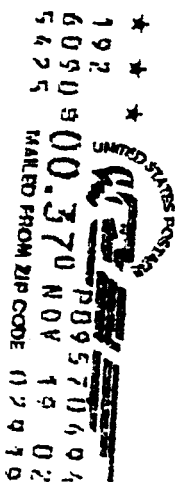
Last 30 Transactions

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Nov 14	5:24pm	Received		0:38	0	No fax
Nov 14	7:24pm	Received		0:38	0	No fax
Nov 14	8:27pm	Received		0:38	0	No fax
Nov 15	7:40am	Fax Sent	19786837439	0:37	1	OK
Nov 15	8:11am	Fax Sent	17817371550	1:15	2	OK
Nov 15	8:30am	Received		0:38	0	No fax
Nov 15	10:54am	Fax Sent	14135627010	0:24	1	OK
Nov 15	10:56am	Fax Sent	17819351888	0:49	2	OK
Nov 15	11:30am	Received		0:38	0	No fax
Nov 15	2:08pm	Received		0:38	0	No fax
Nov 15	6:13pm	Received		0:38	0	No fax
Nov 16	9:26am	Received		0:38	0	No fax
Nov 16	10:58am	Received		0:38	0	No fax
Nov 18	7:34am	Fax Sent	16179690505	0:37	0	Error 386
Nov 18	7:36am	Fax Sent	16179690505	0:31	1	OK
Nov 18	8:31am	Received	978 443 6036	0:50	2	OK
Nov 18	9:02am	Received		1:16	4	OK
Nov 18	9:10am	Received	7703474	0:41	3	OK
Nov 18	10:42am	Fax Sent	19786837439	0:56	1	OK
Nov 18	11:33am	Fax Sent	19784436036	0:23	1	OK
Nov 18	11:33am	Fax Sent	17813564553	0:34	1	OK
Nov 18	11:35am	Fax Sent	9447360	0:36	1	OK
Nov 18	1:31pm	Fax Sent	15088799633	0:21	1	OK
Nov 18	1:37pm	Received	978 443 6036	1:38	8	OK
Nov 18	4:19pm	Received	Public Works Supply	1:59	3	OK
Nov 18	5:17pm	Received	7388282	0:44	1	OK
Nov 19	7:45am	Received		0:50	1	OK
Nov 19	8:48am	Fax Sent	19786837439	2:40	5	OK
Nov 19	9:02am	Fax Sent	19787740374	0:29	1	OK
Nov 19	9:04am	Fax Sent	15088799633	1:50	5	OK



S & R Construction, Co., Inc.

80 DYERVILLE AVENUE
JOHNSTON, RI 02919



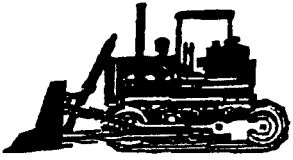
DANTE CORNELIO

EASTERN CONTRACTORS, INC.

571 UNION AVENUE

Framingham, MA

01702-5855

**S & R Construction Co., Inc.**

60 Dyerville Avenue

Johnston, Rhode Island 02919

Telephone: (401) 831-6337 Fax: (401) 276-7031



December 5, 2002

Suresh Bhatia
Eastern Contractors, Inc.
571 Union Avenue
Frammingham, MA 01702

SENT VIA FAX AND U S MAIL

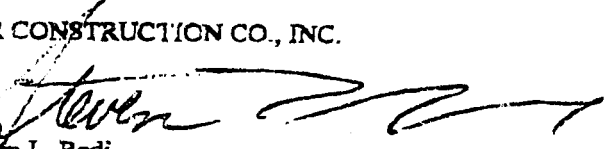
Re: Wetherbee School, Lawrence, MA
ADDITIONAL LEDGE QUANTITIES ENCOUNTERED

Dear Suresh:

Additional ledge has been removed by mechanical means. This ledge quantity will be billed at the price set forth of \$38.50 per cubic yard. We will add this quantity to our claim seeking additional reimbursement as stated in prior correspondence. The additional ledge removed as per attached slip No. 457 is 402 cubic yards. This will be billed on Decembers requisition. (\$15,477.00) The balance of the cost \$236.50 @ 402 cubic yards totaling \$95,073.00 will be added to our claim. As per our conversation of this week you were going to prepare a package in regards to this ledge claim. Please forward that package at your earliest convenience.

Sincerely:

S&R CONSTRUCTION CO., INC.



Steven L. Rodi
Senior Project Manager

CC: Rocco Izzo
Dante Cornelio

RECEIVED
APR 04 2003
ST. PAUL SURETY

OB INVOICE

& R CONSTRUCTION CO., INC.

60 DYERVILLE AVENUE
JOHNSTON, R.I. 02919
401-831-6337 • 401-831-6338

Nº 457

ESS 75 Newton street
Laurence Ma.

DATE ORDERED 12-3-2002	ORDER TAKEN BY Shirley Niles
PHONE NO.	CUSTOMER ORDER NO.
JOB LOCATION Wethers Cove Island, L.A. 100, N.E.	
JOB PHONE	STARTING DATE 10/2/02
TERMS	

TY.	MATERIAL	UNIT	AMOUNT
	seal		
	$3'-0 \times 5'-0 \times 70'-0$		$= 1050 \text{ FT}^3$
	$4'-0 \text{ deep} \times 35'-0 \times 70'-0$		$= 9800 \text{ FT}^3$
	10850 FT^3		$= 402 \text{ cu yard}$

[illegible]

ORDERED BY _____
ORDERED _____
COMPLETED _____

CUSTOMER APPROVAL
SIGNATURE _____

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	



S & R Construction, Co., Inc.

60 DYERVILLE AVENUE
JOHNSTON, RI 02918

★ ★ ★
111
6090 #00.370
5513 MAILED FROM ZIP CODE 02918
NOV 1 2006
PB9570494
DEC 05 02

SURESH DHATIA
EASTERN CONTRACTORS, INC.
571 UNION AVENUE
FRAMINGHAM, MA 01702

S & R Construction Co., Inc.
60 Dyerville Avenue
Johnston, RI 02919

TEL: (401) 831- 6337

FAX: (401) 831-1057

ESTIMATING FAX: (401) 276-7031

FAX COVER SHEET

DATE: 12-30-02

TO: EASTERN CONTRACTOR

ATTN: DANTO CORREIA / SURESH DANTO

FROM: ROGER TIZZ

RE: WILSON BROS. SURETY

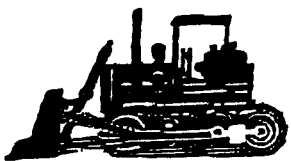
Transmission of [] pages, including this page.

☒ Original copy being mailed as back up

☐ Fax only

MESSAGE:

RECEIVED
APR 04 2003
ST. PAUL SURETY



S & R Construction Co., Inc.

60 Dyerville Avenue

Johnston, Rhode Island 02919

Telephone: (401) 831-6337 Fax: (401) 276-7031



December 30, 2002

Dante Cornelio
Suresh Bhatia
Eastern Contractors, Inc.
71 Union Avenue
Birmingham, MA 01702

SENT VIA FAX AND U S MAIL

Re: Wetherbec School, Lawrence, MA
EDGE/ ROCK REMOVAL

Dear Dante:

Several attempts have been made to re-negotiate the rock/ledge unit price. As stated in prior correspondence, severe financial strain has been placed onto S&R from this matter. It would appear the City has ignored our request to renegotiate the unit pricing as per Massachusetts general law. We have no choice but to move forward to collect 100% of the monies that are clearly due to S&R.

Sincerely Yours:

S&R CONSTRUCTION CO., INC.

Marco Izzo
Vice President/ Treasurer

147 5 PM
6000 00.370 DEC 30 02
5606 MAILED FROM ZIP CODE 02919

DANTE CORNELIO
SURESH BHATIA
EASTERN CONTRACTORS, INC
571 UNION AVENUE
FRAMINGHAM, MA 01702

JOHNSTON, MI 02919

HF Fax K1220xi

**Log for
S&R Construction
4012767031
Dec 30 2002 2:07pm**

Last Transaction

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Dec 30	2:03pm	Fax Sent	15088799633	0:20	1	OK

QUINLAN & SADOWSKI, P.C.
ATTORNEYS AT LAW
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062-5056

TELEPHONE (781) 440-9909

FAX (781) 440-9979

EMAIL: qsatlaw@mindspring.com
equinlan@mindspring.com

FACSIMILE COVER SHEET

DATE: May 21, 2003

TIME: 2:05 PM

TO: Doreen Zankowski, Esq.
Hinckley Allen & Snyder LLP

FAX#: 617-345-9020

FROM: EDWARD J. QUINLAN, Esq.

RE: Eastern Contractors/Wetherbee
School/Lawrence

MESSAGE/COMMENTS/INSTRUCTIONS:

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP 617-217-5200

We are sending a total of 21 pages, including this cover sheet.

If you do not receive all of these pages or if there is any difficulty in transmission, please call (781) 440-9909 and ask for Karen.

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THE ST. PAUL
1801 SMITH AVENUE
BALTIMORE, MARYLAND 21209

FACSIMILE TRANSMITTAL SHEET

TO: Edward J. Quinlan, Esq.

FROM: Robert V. Miller

COMPANY: Quinlan & Sadowski, PC

DATE: 04/15/2003

FAX NUMBER: 781-440-9979

TOTAL NO. OF PAGES INCLUDING COVER:

PHONE NUMBER:

PHONE NUMBER: (410) 578-2036

RE:

REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

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